



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 27, 2005

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPT THE SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP
GRANT FROM THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the project to install trash excluders on catch basins within the Los Angeles River Watershed is exempt from the provisions of the California Environmental Quality Act.
2. Accept a grant in the amount of \$750,000 from the California Integrated Waste Management Board for the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 19, 2005, your Board, acting as the governing body of the Los Angeles County Flood Control District, authorized the Acting Chief Engineer of the District to apply for grant funds from the California Integrated Waste Management Board to install trash excluders on catch basins within the District's geographic boundary to help reduce trash from entering the Los Angeles River. Your Board also authorized the Acting Chief Engineer to act as agent for the District when conducting business with the California Integrated Waste Management Board, including negotiating and executing a grant Agreement.

We were recently notified that we have been awarded \$750,000 for this project. Your Board's action will allow the District to accept the grant funding to assist in financing the design and construction of this project. We will return to your Board to recommend approval of the project plans and specifications, advertisement of the construction contract for bids, and award of the construction contract.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The total project cost for the catch basin trash excluders within the Los Angeles River Watershed is estimated to be \$1,500,000 and is included in the Fiscal Year 2005-06 Flood Control District Fund Budget. We will receive \$750,000 through the Solid Waste Disposal and Codisposal Site Cleanup Grant Program from the California Integrated Waste Management Board to partially finance the design and construction costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of any grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed Agreement has been reviewed and approved by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action. The subject project qualifies for a Categorical Exemption pursuant to Section 15301(b) of the California Environmental Quality Act and Class 1, Subsection (e), of the revised County Environmental Document Reporting Procedures and guidelines adopted by your Board on November 17, 1987.

The Honorable Board of Supervisors
October 27, 2005
Page 3

Upon approval of the exemption by your Board, a \$25 handling fee will be paid to the County Clerk for filing a Notice of Exemption in accordance with the requirements of Section 21152(a) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon completion, this project will significantly reduce the amount of trash entering storm drains and improve the quality of the environment.

CONCLUSION

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

RG:pr
C060403
P:\pdpub\Flood\MISC\GOMEZ\CIWMB Grant Appl\Acceptance Board Ltr.doc

Enc.

cc: Chief Administrative Office
County Counsel

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description:

Design and construct catch basin trash excluders within the Los Angeles River Watershed to reduce the amount of trash entering the Los Angeles River and improve the quality of the environment.

Funding Agency

California Integrated
Waste Management Board

Program (Fed. Grant #/State Bill or Code #)

Solid Waste Disposal and Codisposal Site
Cleanup Program

Grant Acceptance Deadline

Upon Board Approval

Total Amount of Grant Funding: \$750,000

County Match: \$750,000*

Grant Period: 18 months

Begin Date: Upon
acceptance of the grant

End Date: 04/30/2007

Number of Personnel Hired Under This Grant: 0

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?		No
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

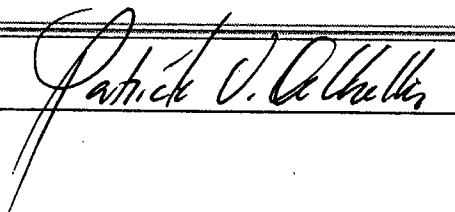
None

Other requirements not mentioned above:

*County match = \$350,000 hard cost (construction contract) + \$400,000 soft cost (in-kind services).

Department Head Signature

Date: 10-19-2005



GRANT AGREEMENT

CIWMB110 (Revised 03/05)

NAME OF GRANT PROGRAM		GRANT NUMBER
2004/2005 Illegal Disp. Site & LF Cleanup Remediation Grants		SWC13-04-1
GRANTEE NAME		
Los Angeles County		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
	\$750,000.00	
TERM OF GRANT AGREEMENT		
FROM: August 1, 2005		TO: April 30, 2007

THIS AGREEMENT is made and entered into on this 27th day of June 2005, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Statement/Plan attached hereto as Exhibit C according to the Budget/Cost Estimate attached hereto as Exhibit D.

The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Work Statement/Plan
- Exhibit D - Budget/Cost Estimate

Exhibits A, B, C and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates entered below.

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE' NAME (PRINT OR TYPE)	
SIGNATURE		GRANTEE' SIGNATURE AUTHORITY	
—		—	
Mark Leary, Executive Director	DATE	TITLE	DATE
		(Authorized representative)	
		GRANTEE' ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$750,000.00	2004/2005 Illegal Disp. Site & LF Cleanup Remediation Grants		2136
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
	ITEM	CHAPTER	STATUTE
	3910-516-386	655	1993
TOTAL AMOUNT ENCUMBERED TO DATE	FISCAL YEAR		
\$750,000.00	2004/2005		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	1000-14391-418.03		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
— <i>Daun M Johnson</i>		6/28/05	

EXHIBIT A
TERMS AND CONDITIONS

EXHIBIT A

TERMS AND CONDITIONS

Solid Waste Disposal and Codisposal Site Cleanup Grant Program Fiscal Year 2004-2005 (Cycle 4)

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board (CIWMB) within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Solid Waste Disposal and Codisposal Site Cleanup Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

- | | |
|--|---|
| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. |
| 3. AIR OR WATER POLLUTION VIOLATION | Under the State laws, the Grantee shall not be: <ol style="list-style-type: none">a. In violation of an order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; orc. Finally determined to be in violation of provisions of federal law relating to air or water pollution. |
| 4. AMENDMENT | No amendment or variation of the terms of this Agreement shall be valid unless |

made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties.

5. AMERICANS WITH DISABILITIES ACT

The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

6. ANTITRUST CLAIMS

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
-

7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.
-

8. AUDIT/RECORDS ACCESS	<p>The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
9. AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.</p>
10. AVAILABILITY OF FUNDS	<p>The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p>
11. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <ol style="list-style-type: none"> The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
12. COMMUNICATIONS	<p>All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, or FAX followed by prepaid mail or personal delivery to the Grant Manager at the following addresses:</p> <p>Via standard mail:</p> <p>California Integrated Waste Management Board Attn: Mustafe Botan/MS 20 Remediation, Closure, and Technical Services Branch Permitting and Enforcement Division P.O.Box 4025 Sacramento, California 95812-4025</p> <p>Via courier/personal delivery:</p>

California Integrated Waste Management Board
Attn: Mustafe Botan/MS 20
Remediation, Closure, and Technical Services Branch
Permitting and Enforcement Division
1001 I Street
Sacramento, California 95814

Via E-mail: mbotan@ciwmb.ca.gov

Via fax: (916) 319-7257

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code (GC) Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CIWMB must be contacted immediately for clarification. If the Grantee violates any provisions of the following paragraphs, such action by the Grantee shall render this Agreement void [Public Contracts Code (PCC) § 10420]:

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency,

unless the employment, activity, or enterprise is required as a condition of regular state employment.

- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

**17. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such (sub)contract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

18. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California

**19. COPYRIGHTS AND
TRADEMARKS**

- a. The Grantee assigns to the State any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
- b. The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.

**20. CORPORATION
QUALIFIED TO DO
BUSINESS IN
CALIFORNIA**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of

financial or pecuniary gain or profit.

**21. DISCRETIONARY
TERMINATION**

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
 - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse the CIWMB for any unspent funds.
-

22. DISPUTES

Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

**23. DRUG-FREE
WORKPLACE
CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
 - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
-

**24. EFFECTIVENESS OF
AGREEMENT**

This Agreement is of no force or effect until signed by both parties.

25. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.

**26. ENVIRONMENTAL
JUSTICE**

In the performance of this Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

**27. EXPATRIATE
CORPORATIONS**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

28. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and application of technologies, processes, and/or devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> a. Application of or information, a process, usable data or a partial product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable.
29. FORCE MAJEURE	<p>Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.</p>
30. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	<p>If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the CIWMB any funds improperly expended.</p>
31. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	<p>The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.</p>
32. GRANTEE'S NAME CHANGE	<p>A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.</p>
33. NATIONAL LABOR RELATIONS BOARD CERTIFICATION	<p>The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities)</p>
34. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT	<p>The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees</p>

**35. NON-DISCRIMINATION
CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.
- b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that the Grantee has, unless exempted, complied with the nondiscrimination program requirements [GC § 12990 (a)-(f) and California Code of Regulations, Title 2, Section 8103].
- c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.

**36. OWNERSHIP OF
DRAWINGS, PLANS, AND
SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

37. PATENTS

The Grantee assigns to the State all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

38. PAYMENT

- a. The Budget, attached to and incorporated herein by reference to this Agreement as Exhibit D, states the maximum amount of allowable costs for the tasks identified in the Work Plan, which is attached to and incorporated herein by reference to this Agreement as Exhibit C. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described on the Work Plan in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
- e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).

-
- f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
-

**39. PERSONAL
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

**40. REAL AND PERSONAL
PROPERTY ACQUIRED
WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
-

**41. RECYCLED-CONTENT
CERTIFICATION**

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf.

**42. RECYCLED-CONTENT
PAPER**

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer fiber. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

**43. RECYCLED-CONTENT
PRODUCT
PROCUREMENT**

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled-content requirements, see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement.

44. REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and, the practice of other waste reduction measures where feasible and appropriate.

**45. REDUCTION OF WASTE
TIRES**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to, equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

46. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
47. RESOLUTION	A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
48. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
49. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work.
50. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
51. SWEATFREE CODE OF CONDUCT	<p>a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.</p> <p>b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
52. TERMINATION FOR CAUSE	The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement.
53. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.

54. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing.
 - b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
-

55. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

56. VENUE/CHOICE OF LAW

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
-

**57. WAIVER OF CLAIMS AND
RECOURSE AGAINST THE
STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

58. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

**59. WORKERS'
COMPENSATION/LABOR
CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS

EXHIBIT B
PROCEDURES AND REQUIREMENTS
GRANT TO PUBLIC ENTITIES TO ABATE ILLEGAL DISPOSAL SITES
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP PROGRAM
FISCAL YEAR 2004-2005 (CYCLE 4)

SECTION I

- 1.01 Notification Prior to Initiation of Cleanup Activities. At least two weeks prior to the initiation of the cleanup activities of each site, Grantee shall send to the Grant Manager written notification of the scheduled start date. Cleanup activities may not commence unless and until Grantee has received a Notice to Proceed, which shall be issued by the CIWMB upon receipt of a fully executed Grant Agreement.
- 1.02 Deadlines. Time is of the essence in this Agreement. Grantee shall enter into all necessary contracts for the work by August 1, 2006, and shall cause all work to be completed by April 30, 2007, or such subsequent dates pre-approved in writing by the Grant Manager, but in no event later than the end of the grant term.
- 1.03 Site Access. Grantee shall allow the California Integrated Waste Management Board (CIWMB) and other State Agency representatives to inspect the site cleanup and related work being performed at any time during the performance of the work, and shall provide full access to project records.
- 1.04 Change of Financial Condition. The Grantee agrees to immediately notify the Grant Manager of any changes in the financial condition or circumstances that would make the owner and/or responsible party financially able to accomplish the required site cleanup without CIWMB funds. This notification shall be required during the term of this Agreement. Changes in the financial condition of the owner and/or responsible party may negate the need for grant funds.
- 1.05 Cost Recovery. The Grantee agrees to pursue cost recovery for funds expended on private properties to the extent possible, unless waived by the CIWMB. The Grantee agrees to repay the CIWMB any funds collected through cost recovery, sale of lien properties, special tax assessments, or other methods of collection, less any reasonable administrative costs incurred by the Grantee in obtaining repayment.
- 1.06 Sale of Property. If any of the public property(ies), remediated with grant funds, are sold within twelve (12) months of completion of the cleanup, a portion of the proceeds from the sale shall be remitted to the CIWMB in an amount commensurate with that expended by the CIWMB to remediate the site.

SECTION II

- 2.01 Work Plan and Budget/Eligible Costs. Refer to the Terms and Conditions, under Payment, which is attached to and incorporated herein by reference as Exhibit A. *Note: It is the Grantee's responsibility to review all documents, letters, e-mails, and other information updates supplied by CIWMB.*
- 2.02 Reliable Contractor's Declaration. The Grantee must provide a declaration signed under penalty of perjury by each of the Grantee's contractor(s) and/or subcontractor(s), stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Contractors/Subcontractors" and "Unreliable List" sections in Exhibit A - Terms and Conditions for more information. (To obtain a copy of the Reliable

Contractors Declaration Form (CIWMB 168), see
www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc).

2.03 Ineligible Costs. Ineligible costs include, but are not limited to, the following:

- Expenses for services rendered or goods purchased prior to issuance of Notice to Proceed, unless specified in the Agreement and pre-approved in writing by the Grant Manager, or any expenses incurred after the end of the grant term;
- Overhead or indirect costs (unless pre-approved in writing by the Grant Manager, but in no event an amount in excess of 10% of the amount approved for reimbursement);
- Costs explicitly for the profit of the Grantee;
- Bonus payments for early completion of grant project or any phase of the grant project;
- Any portion of a program currently funded by a CIWMB loan or grant;
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts REQUIRE overtime compensation or when such staffing and/or costs are preauthorized in writing by the Grant Manager);
- Cellular phones, personal digital assistants, personal electronic devices, pagers, and similar electronic and telecommunications devices;
- Programs that are not cost effective, as determined by the Grant Manager;
- Travel and per diem expenses (unless pre-approved in writing by the Grant Manager)(See Terms and Conditions, attached as Exhibit A, subsection (e) under Payment);
- Any food or beverages (e.g. as part of meetings, workshops, training, events, etc.);
- Equipment or other materials that are not primarily used to implement the approved project;
- Staff training that is not directly related to the implementation of the approved project;
- Interest charges or other payments on bonds or indebtedness required to finance the project;
- Any personnel costs incurred as a result of time an employee assigned to the project funded by the grant does not actually work on the project (e.g. use of accrued vacation, sick leave, etc.);
- Costs connected with contractor claims/liens against the Grantee;
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations;
- Permit, inspection and use fees; and
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

- 2.04 Payment Requests. Not more than once per month, the Grantee shall submit to the Grant Manager at the address specified in Exhibit A, one (1) original and two (2) copies of its Payment Request. The Payment Request shall be signed by the person authorized by Grantee's Resolution. Grantee must use CIWMB Payment Request form (CIWMB 87), available at <http://www.ciwmb.ca.gov/Grants/Forms/> or from your Grant Manager.
- 2.05 Property Purchased With Grant Funds. CIWMB will require that grantees secure their obligations under the Grant Agreement by executing a security agreement that provides for CIWMB to receive a purchase money security interest in any equipment or fixtures acquired with grant funds. Grantees must execute all documents required to complete CIWMB's security interest prior to any payment of grant funds.
- 2.06 Supporting Documentation. Payment Requests shall be accompanied by supporting documentation. Types of acceptable documentation include, but are not limited to:
- a. Invoices: should include the name of the vendor, vendor's telephone number and address, a description of goods or services purchased, amount due, and date.
 - b. Receipts: should include the same information as invoices.
 - c. Purchase orders with proof of payment: should include the same information as invoices. Purchase orders must be accompanied by proof of payment (e.g., copies of cancelled checks).
 - d. Personnel Expenditure Summary Form: must document these costs based on actual time spent on grant related activities; form available at <http://www.ciwmb.ca.gov/Grants/Forms/> (NOTE: These forms are not required if you have an alternate time reporting method pre-approved in writing by your CIWMB Grant Manager).
- 2.07 Payment Verification. The Grant Manager will verify Payment Requests for completeness and accuracy, and adjust as necessary. Payments will be computed at 100 percent of the amount approved by CIWMB staff for payment, less 10 percent to be retained by the State until Grantee has satisfied all conditions stipulated in this Agreement. After CIWMB staff approval, Payment Requests will be forwarded to the State Controller's Office for issuance of payment warrants.
- 2.08 Payment Processing. The State will make payments to Grantee as promptly as fiscal procedures permit. Payment is typically made to Grantee approximately 60 calendar days from the date the completed Payment Request is approved by the Grant Manager. Payment shall be made only to the Grantee.

SECTION III

- 3.01 Permit Checklist. With each Grant Payment Request (CIWMB 87), the Grantee shall either submit to the Grant Manager a completed and signed General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669), available at <http://www.ciwmb.ca.gov/Grants/Forms/> If the information on the previously submitted Checklist of Business Permits, Licenses and Filings requires updating OR indicate that the information on the previously submitted form is up to date (complete Step 8 on the Grant Payment Request Form).
- 3.02 Progress Reports. The Grant Manager may request a Progress Report at any time during the grant term.

3.03 Final Report. Upon completion of the project the Grantee shall complete and submit to the Grant Manager a Final Report that documents the cleanup activities performed under this grant. At a minimum, the Final Report shall contain the following:

- a. Introduction
 - 1. Disclaimer : **"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."**
 - 2. Report Purpose
- b. Project Information
 - 1. Site Location
 - 2. Site Background
 - 3. Project Participants
- c. Cleanup Activities
 - 1. Project Scope of Work
 - 2. Reference Documents (if applicable)
 - 3. Summary of Cleanup Activities
 - 4. Sampling and Analyses (if applicable)
 - 5. Proof of Site Cleanup (e.g., photographs or video tapes of cleaned-up site)
- d. Summary of Expenditures
- e. Statement that all contractors and subcontractors have completed the Reliable Contractors Declaration (CIWMB 168) see www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc.

3.04 Untimely Final Report and Payment Request. Failure to submit the Final Payment Request and Final Report, with appropriate documentation, by June 15, 2007, may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

EXHIBIT C
WORK STATEMENT/PLAN

SCOPE OF WORK

The scope of work for this project consists of the construction of approximately 1,100 trash excluders on storm drain catch basins to reduce the amount of trash entering the Los Angeles River.

The individual tasks associated with the implementation of this project include the following:

- Work plan preparation
- Design and engineering
- Technical specifications preparation
- Bid documents and scope of work preparation
- Contractor procurement
- Contract award
- Contract scheduling
- Mobilization and demobilization
- Construction/installation
- Project management/engineering
- Construction management
- Inspection and contract administration
- Testing
- Normal operation and maintenance
- Construction report and as-built preparation

TARGET PROJECT SCHEDULE

Complete work plans, design, specifications, and permitting Work plan, system design, technical specifications, scope of work, plan processing, cost scheduling, and permitting.	12 months from grant award
Complete procurement and award contract Bid documents, procurement, solicitation, evaluation, selection, and contract award.	14 months from grant award
Start construction Issuance of Notice to Proceed and mobilization.	16 months from grant award
Complete construction Cleanout catch basins and construction of trash excluders. Contract administration and inspection per technical specifications.	20 months from grant award
Testing and monitoring Test and monitor devices per technical specifications.	21 months from grant award
Begin normal operation Start of normal routine operation and maintenance.	21 months from grant award
Final construction report and as-builts Construction report and as-built preparation, final cost accounting, and report submission.	22 months from grant award

Los Angeles River Watershed Trash Excluders

PROJECT BUDGET

FUNDING PLAN			
	Grant Funds Requested	District Match	Total Estimate
Project Management, including grant administration.		\$50,000.00	\$50,000.00
Complete Work Plans, Design, and Specifications		\$172,500.00	\$172,500.00
CEQA Documents: Filing of categorical exemption		\$2,500.00	\$2,500.00
Permits		\$2,500.00	\$2,500.00
Construction Contract Costs: 1,100 Catch Basin Trash Excluders at \$1,000 each	\$750,000.00	\$350,000.00	\$1,100,000.00
Construction Engineering		\$172,500.00	\$172,500.00
TOTAL	\$750,000.00	\$750,000.00	\$1,500,000.00

Note: The number of catch basin trash excluders installed may vary due to field conditions and technical feasibility. Costs for the devices may also vary based on the bid price.

EXHIBIT D
BUDGET/COST ESTIMATE

EXHIBIT D
BUDGET/COST ESTIMATE
GRANT TO PUBLIC ENTITIES TO ABATE ILLEGAL DISPOSAL SITES
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP PROGRAM

1. Budget/Cost Estimate. Reimbursement to Grantee from CIWMB for eligible activities specified in Exhibit C shall be equivalent to Grantee matching costs not to exceed \$750,000.